

Congress has provided the Librarian and the arbitration panel great latitude in determining how costs of royalty adjustment proceedings are to be apportioned among the participants. The risk that costs will be apportioned among participants without regard for their size or financial resources, as they were in CARP DTRA 1 & 2, raises a bar to participation for those who cannot afford to pay the arbitrators. CBI asks that the Copyright Office consider the needs of small entities and particularly of nonprofit broadcasters affiliated with educational institutions in establishing procedures for this CARP and make some provision for such organizations to participate without incurring prohibitive costs, such as waiving costs for such organizations or allowing such organizations to participate in a limited manner, for limited, pre-defined costs, or other measures in accordance with the Regulatory Flexibility Act, in order to provide the panel with sufficient evidence on which to base its decisions.

Dated: December 18, 2002

Respectfully Submitted,
Collegiate Broadcasters, Inc.

By: 

Elizabeth H. Rader
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18 December 2002

Via Federal Express

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GENERAL COUNSEL
OF COPYRIGHT

Copyright Arbitration Royalty Panel
Office of the General Counsel
James Madison Memorial Building
Room LM-403
First and Independence Avenue, S.E.
Washington, D.C. 20559-6000

Re: Notice of Intent to Participate
Docket No. 2002-1 CARP DTRA 3

Greetings:

Enclosed pursuant to your November 20, 2002 request for notices of intent to participate, please find an original plus five copies of Collegiate Broadcasters Inc.'s **Notice of Intent to Participate** in the Copyright Office's proceedings to adjust royalty rates and terms.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth H. Rader'.

Elizabeth H. Rader

EHR/jsn
Enclosures

cc: Mr. Will Robedee (with enclosures)

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